

ROGERS COUNTY, OKLAHOMA
CONTRACT FOR
MEDICAL STAFFING AND ADMINISTRATION
FOR
ROGERS COUNTY JAIL

For
ROGERS COUNTY SHERIFF'S OFFICE
SCOTT WALTON, SHERIFF
918-342-9700
201 SOUTH CHEROKEE STREET
CLAREMORE, OK 74017

This Contract is entered into between Rogers County Sheriff's Office ("Agency") and ESW Correctional Healthcare ("Contractor"). The purpose of this Contract is to contract for the Medical Staffing and Administration of the Rogers County Jail, 201 South Cherokee Street, Claremore, OK 74017 (herein called the "Facility") under the terms and conditions detailed in the Contract.

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1.1 SCOPE OF CONTRACT

Contractor shall be the sole supplier and/or coordinator of the health care delivery system at the Facility. Contractor shall be responsible for all medical care for all inmates (except Work Release inmates who shall, when in the Facility, receive only emergency care from the provider) at the Facility up to the limits described in this Contract. This responsibility of the Contractor for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate.

Medical services at the facility shall be operated in compliance with the most current American Correctional Association ("ACA") standards, as applicable. The Contractor shall cooperate with the Agent to obtain accreditations for the facility within a reasonable time period after the initiation of the contract. However, costs associated with obtaining and maintaining accreditation shall be the responsibility of the Agency.

1.2 INSURANCE

The Contractor will carry professional liability insurance in minimum amounts of [REDACTED] per occurrence and [REDACTED] in the aggregate annually.

1.3 COMPLIANCE WITH APPLICABLE LAW

The Contractor will comply with the standards set forth by the Oklahoma Department of Health for the duration of the term of this Agreement with the County.

1.4 CONTRACTOR COOPERATION

All Contractor personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Agency. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. The County agrees to perform such security checks in a timely manner and not unduly delay such checks.

1.5 CONTAMINATED WASTE

The Contractor shall be responsible for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the Facility and disposed of as regulated by federal, state and local laws.

1.6 PHARMACEUTICAL

The Contractor shall provide a complete pharmaceutical system for inmates housed at the Facility. The Contractor will be responsible to pay the costs of all pharmaceutical as required by current applicable law up to the annual aggregate limits set forth by this Contract.

The Contractor shall provide for pharmaceutical services to assure the availability of prescribed medications within (24) hours of the order of issue being written except where such medications are not readily available in the local community. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed qualified pharmacist.

The Contractor shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates.

The Contractor shall provide for the recording of the administration of medications in a manner and on a form pre-approved that includes documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

1.7 MEDICAL CO-PAY SYSTEM

The Contractor may obtain an inmate co-payment authorization slip from each inmate medical encounter as directed by the Agency. Any inmate charges will be established by the Agency in accordance with Oklahoma State Statutes. Fees for services may be collected directly by the Agency and will be utilized by the Agency. The Contractor will not collect any of the fees from the inmates.

1.8 MAXIMUM LIABILITY

Contractor's Maximum annual combined liability for off-site medical services, on-site specialty clinics, on-site specialty services (laboratory and radiology), and pharmaceutical services provided to inmates will be [REDACTED]. These aggregate limits shall be pro-rated accordingly on a daily rate basis for services provided during a partial year of services. Notwithstanding any other provision herein, any and all costs incurred by Contractor relating to or in the provision of off-site medical care or pharmacy services will be subject to the limitations of liability.

1.9 IMMUNITY FROM LIABILITY

The Contractor agrees to defend, indemnify and to hold the Agency and Rogers County, commissioners, representatives, employees and agents harmless for, from, and against

any and all claims, suits, expenses, damages, or injuries to persons or property or other liabilities, including reasonable attorney fees and court costs arising out of or relating to any failure to comply with this Contract or with any applicable state or federal rule or regulation, or arising out of a result of performance or failure of the Medical Staffing or Contractor's administrative staff to properly provide services pursuant to the terms of this Contract. Provided that, if a final decision is made by the Agency to deny any payment for off-site medical or pharmaceutical service, Contractor will not be required to indemnify Agency for claims related to that decision. The terms and provisions of this Section 1.9 shall survive the termination of this Contract.

1.10 FILING WITH INSURANCE

Contractor will be responsible to ensure that, whenever possible, insurance claims are filed for inmate medical expenses.

1.11 NEGOTIATION OF DISCOUNTS

Contractor shall use its best efforts to negotiate discounts for all off-site medical services and pharmaceuticals. In the event the maximum liability of the Contractor is met during the eContract period, Agency will be allowed to use the contractual discounts negotiated by Contractor.

1.12 PERSONNEL RECORD KEEPING

The Contractor shall, upon request, provide to the Agency proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be in place for all physicians and Nurse Practitioners/Physician Assistants, and other employees or agents of Contractor providing medical or mental health services to inmates.

1.13 SCHEDULES

Copies of staffing schedules encompassing all health care staff are to be submitted to the Facility Director upon written request to the Contractor's Chief Operating Officer.

1.14 STATISTICS

Monthly and daily statistics will be maintained and submitted to the Facility Director when requested on a monthly basis.

1.15 GRIEVANCES

Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log, and a response shall be prepared by Contractor. All information in regard to grievances shall be made available to the Facility Director at his request.

1.16 EMERGENCY ASSISTANCE

The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Facility to the extent or degree required by policies and procedures.

1.17 MEDICAL AND NURSING SERVICES PROVIDED

1. All medical and mental health personnel providing services through Contractor under this Contract shall be the employees and/or agents of Contractor and not of the Agency. Such individuals shall hereby be referred to as the "Medical Staffing". Medical Staffing shall be sufficient to meet all applicable ACA standards, as applicable. All wages, worker's compensation, insurance, benefits, vacations, expenses and claims of any kind relating to the Medical Staffing shall be the sole responsibility of Contractor and not of Agency.
2. Contractor shall provide medical unit coverage 24 hours a day, 7 days a week, including at a **minimum**:
 - a. 36 hours a week on-site RN Administrator coverage;
 - b. 48 hours a week LPN on-site coverage, including all holidays. This will require approximately 1.2 FTEs;
 - c. 84 hours a week LPN/MA/EMT on-site coverage, including all holidays. This will require approximately 2.1 FTEs;
 - d. A Physician and/or Nurse Practitioner will provide an on-site clinic on a regular basis, but not less than once per week with an average of services provided of 4 hours per week;
 - e. A Physician or Nurse Practitioner who will provide 24 hours a day, seven days a week on-call coverage for consultation on an as needed basis;
 - f. A Mental Health Professional who will provide up to 2 hours a week on-site services as needed; additional consultation services may be provided off-site in the Contractor's discretion; which could include off-site or on-site consultations;
 - g. A Psychiatrist or Psychiatric Nurse Practitioner who will provide up to 4 hours a month services as needed; additional consultation services may be provided at the Contractor's discretion; which could include off-site or on-site consultations; and
 - h. A Medical Director who is a licensed Oklahoma physician and who shall serve as the responsible physician for the facility.
3. Personnel files (or copies thereof) of Contractor's employees assigned to the Facility are to be maintained at ESW's corporate office and shall be available to the Facility Director upon written request.

1.18 SATISFACTION WITH HEALTHCARE STAFF

In recognition with the sensitive nature of correction facility operations, if the Facility Director becomes dissatisfied with any member of the Contractor's medical staff, the Facility Director shall provide Contractor written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, Contractor shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the Facility Director within ten (10) business days following the Contractor's receipt of the notice, Contractor shall remove the individual from providing services at the Facility within a reasonable timeframe considering the affects of such removal on Contractor's ability to deliver healthcare services and recruitment/hiring of an acceptable replacement. The Facility Director reserves the right to revoke the security clearance of any of Contractor's Medical Staffing at any time.

1.19 DENTAL CARE

The Contractor shall provide and bear the cost of oral screening of inmates in accordance with ACA standards. Contractor shall arrange and bear the cost of emergency off-site dental services only if its medical director determines that such care is medically necessary, and under the care of a licensed dentist. If off-site services are required, costs for such services shall be included in the maximum liability amount in Section 1.8.

1.20 HOSPITALIZATION

Contractor will arrange and bear the cost of hospitalization for inmates who, in the opinion of the treating physician and/or the medical director, require hospitalization, as required by Oklahoma State Statutes. Costs for such services shall be included in the maximum liability amount in Section 1.8.

1.21 TESTIFYING IN COURT

Contractor personnel shall be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment. Overtime, if any, associated with this obligation is the responsibility of the Contractor. Contractor will keep the Agency informed of any and all requests.

1.22 POLICIES AND PROCEDURES / PROTOCOLS

A written manual of the Agency's standardized policies and defined procedures will be available at all times for Contractor personnel. Contractor's nursing protocols shall be devised and approved by a physician licensed in the State of Oklahoma. Policies and procedures and nursing protocols will be reviewed and revised as necessary.

1.23 LABORATORY AND X-RAY SERVICES

Contractor shall arrange on-site laboratory and radiology services to the extent reasonably possible. To the extent laboratory and radiology services are required and cannot be

rendered on-site, Contractor shall make appropriate off-site arrangements for rendering such care. Contractor will arrange and coordinate with the Facility Director's office for the transportation for such off-site services. Costs for such services shall be included in the maximum liability amount in Section 1.8.

1.24 EYE CARE

Contractor shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event any inmate requires vision services, including ophthalmologist services, the Agency shall bear the cost of such vision or eye care services.

1.25 TRANSPORTATION

The Contractor will arrange for inmate transportation for emergency ambulance care. The cost of these services will be considered off-site medical care and will be included as part of the aggregate off-site and pharmaceutical cap. The Agency will be responsible to provide all other transportation relating to the provision of health services.

1.26 NON-INMATE HEALTH SERVICES

Non-inmate health services shall be provided in the form of emergency care for staff and visitors for the purpose of stabilizing the condition and arranging for transport. Emergency services include first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility.

The Contractor shall administer the Hepatitis B vaccination program for all Facility staff as requested by the Facility Director. However, the Agency will bear the cost of the vaccine.

As requested the Contractor shall provide annual Tuberculosis Skin Testing (TST) for all Facility staff, at the Agency's cost.

1.27 MEDICAL RECORDS REQUIREMENTS

1. A medical record consistent with state regulations and community standards of practice shall be maintained for each inmate held beyond the first appearance in court. These records shall be kept separate from the jail confinement records of the inmate.
2. Individual health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignments to a housing area.
3. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Facility Director, or District Attorney, such records

and, upon receipt, provide copies. The Contractor additionally acknowledges compliance with and understanding of all applicable HIPAA requirements as they apply to correctional facilities.

4. The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the Contract are the property of the Agency. The Contractor shall be considered the records custodian during the duration of the Contract. Upon the termination of this Contract, all inmate medical records shall remain in the care and custody of the Agency.
5. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Facility Director shall be immediately notified.
6. Inactive medical records will be maintained in accordance with the laws of the State of Oklahoma and the American Medical Association.
7. Any and all legal actions or requests affecting inmates and/or the medical contract provider must be provided, in writing, to the Facility Director within twenty-four hours.

1.28 INMATES FROM OTHER JURISDICTIONS

The Contractor will provide on-site services for inmates incarcerated at the Facility for the Oklahoma Department of Corrections, Agency municipalities, and other custodial jurisdictions. However, off-site and pharmaceutical costs associated with inmates from other jurisdictions shall not be the responsibility of the Contractor. The Contractor shall promptly notify the Facility Director for any needed pharmaceutical or off-site care for such inmates and shall provide documentation of required treatment to the custodial jurisdiction as requested. The Contractor shall submit all related bills to the Facility Director to ensure reimbursement to the Agency of all outside medical expenses and cost of pharmaceuticals that may have incurred on behalf of such inmates.

II. DUTIES OF AGENCY

2.1 REIMBURSEMENT FOR SERVICES

The reimbursement for this initial Contract from Agency to Contractor is to be made on a monthly basis in the amount of [REDACTED], pro-rated for any partial months and subject to any reconciliation as applicable. All payments shall be paid in the full amount by the Agency to the Contractor before or on the 1st day of the month of the month of service to be provided.

This Agreement shall cover services provided by the Contractor for the Agency with a facility average daily population (ADP) up to two hundred fifty (200) inmates. The ADP will be calculated as the monthly total for all inmates in the jail at 8:00am each day divided by the number of days in that month. Should the ADP exceed 200 inmates for

three consecutive months, the Contractor and Agency agree to renegotiate the terms of reimbursement for the Contract.

2.2 USE OF FACILITY AND EXISTING EQUIPMENT

The Agency shall be responsible providing the non-exclusive use and access to certain office equipment, such as a copier, fax and phone service required for the administrative operation of the medical unit. Any long distance charges for telephone and faxed calls which are not otherwise included at no cost to the Agency under its telephone service plan shall be born and paid by Contractor. Agency agrees that Contractor will be provided appropriate space in the Facility to perform all required duties and that the Contractor will be allowed use of the current office, medical equipment and supplies currently provided to the existing healthcare provider.

In the event additional equipment needs to be purchased, it will be the Agency's responsibility to purchase the required equipment and it will be owned by the Agency. Provided that, Contractor shall provide and bear the cost of standard disposable medical supplies.

III. GENERAL TERMS AND CONDITIONS

3.1 ALTERATIONS TO CONTRACT

Any alterations, variations, modifications, or waivers of the provisions of the Contract will be valid only if they are reduced to writing, duly signed by the parties and attached to the original Contract.

3.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

3.3 TERMINATION OF CONTRACT

A. Termination for Cause

1. If either party fails to fulfill its obligations under the Contract in a timely proper manner, or if either party violates any material covenant, agreement, or stipulation of the Contract, the aggrieved party shall thereupon have the right to terminate the Contract by giving written notice of termination to the other party, which such notice shall be given not less than 60 calendar days prior to the stated effective date of termination. The notice shall specify the effective date of the termination, and the reasons there-

fore, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination.

2. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor and the Agency may withhold any payments to the Contractor, in an amount reasonably calculated to equal the estimated damages, for the purpose of setoff until such time as the exact amount of damages to the Agency from the Contractor is determined.

B. Termination for Convenience of the Agency

The Agency may terminate the Contract at any time by giving written notice to the Contractor of termination, which such notice shall be given not less than 120 calendar days prior to the stated effective date of termination:

C. Payment due to Termination

Upon termination of this Contract for any reason, prior to the end of the then existing term, the Contractor will be paid up to the effective termination date such sums and expenses, prorated as necessary, in accordance with those monthly fees described in paragraph 3.1 and subject to the maximum liability provisions described Section 1.8.

D. Records and Documentation Remain the Property of the Agency

All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the Medical Staffing and Administration Program under the eContract, shall be the property of the Agency and, at the termination of the eContract, remain the property of the Agency without further obligation.

IV. CONTRACT TERM

The term of the Contract will commence on July 1, 2015 and will continue for an additional (12) month period from July 1, 2015 to June 30, 2016. This Contract will be eligible for renewal for indefinite consecutive one (1) year terms upon the mutual agreement of the Agency and Contractor. Changes to the Contract, including the term and reimbursements for services, will be discussed and agreed upon by both parties prior to the initiation of each extended Contract year.

V. MISC.

5.1 INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Contract. Nothing in this Contract shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Agency or Facility Director to exercise control or direction over the manner or methods by which Contractor, its employees, agents or subcontractors perform hereunder, or Contractor to exercise control or direction over the manner or methods by which the Agency and its employees, agents or subcontractors perform hereunder, other than as provided in this Contract.

5.2 SUBCONTRACTING

In order to discharge its obligation hereunder, Contractor may engage certain physicians as independent contractors rather than employees ("Contract Professionals"). Contractor shall not engage any Contract Professionals that do not meet the applicable professional licensing requirements and Contractor shall exercise administrative supervision over such Contract Professionals as necessary to insure the strict fulfillment of the obligations contained in this Contract. Services provided by Contract Professionals under this Contract shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professionals are required to exercise.

5.3 AGENCY

For purposes of asserting any statutory rights afforded to the Agency or the Facility to pay providers for medical services at certain reduced rates, Agency designates Contractor as its agent to assert such rights and privileges.

5.4 EQUAL EMPLOYMENT OPPORTUNITY

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Contractor will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

5.5 WAIVER OF BREACH

The waiver of either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.6 ASSIGNMENT

No party of this Contract may assign or transfer this Contract, or any part thereof, without the written consent of the other party.

5.7 NOTICES

Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) 3 days after mailing when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by electronic means or facsimile to the parties listed below:

If for ESW:
ESW Correctional Healthcare
Attn: Flint Junod, COO
9925 South Penn Avenue, Suite 110
Oklahoma City, OK 73159

Telephone: (405) 516-0276
Fax: (405) 537-7954

If for Rogers County Sheriff's Office:
Attn: Bob Darby, Jail Administrator
201 South Cherokee Street
Claremore, OK 74017

Telephone: (918) 342-9701
Fax: (918) 342-9784

Either party may change such address or facsimile number from time to time by providing written notice as provided above.

5.8 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to the conflicts of laws or rules of any jurisdiction.

5.9 COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

5.10 TITLE OF PARAGRAPHS

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

5.11 SEVERABILITY

In the event that any one or more provisions of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unen-

forceability shall not affect any other provision of this Contract and this Contract shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

5.12 ENTIRE CONTRACT

This Contract constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Contract may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as their official action by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

ESW CORRECTIONAL HEALTHCARE

Dated: 4/9, 2015

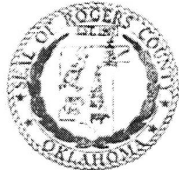
By: [Signature]
Flint Junod
Chief Operating Officer

ROGERS COUNTY

Dated: 5-4, 2015

By: [Signature]
Dan Delozier, Chairman, Rogers County Board of
County Commissioners

ATTEST:



[Signature]
Robin Anderson

**ROGERS COUNTY SHERIFF'S OFFICE
CONTRACT FOR MEDICAL STAFFING AND ADMINISTRATION
FIFTH AMENDMENT**

This Amendment shall serve as a revision to the Contract for Medical Staffing and Administration (the "Main Agreement") between the **Rogers County Sheriff's Office** ("Agency") and **Turn Key Health Clinics, LLC**. ("Contractor"), which initiated in August, 2015 at the Rogers County Jail.

In consideration to the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

1. The terms and conditions of this Amendment, as set forth below, shall be effective as of July 1, 2019.
2. Pursuant to Section **2.1 REIMBURSEMENT FOR SERVICES** on page 8 of the Main Agreement, the parties hereby acknowledged the Contract shall require:

The reimbursement from Authority to Contractor shall continue to be made on a monthly basis in the amount of [REDACTED]
[REDACTED] The reimbursement shall be pro-rated for any partial months and subject to any reconciliation as applicable.

In all other respects, the terms and conditions of the Main Agreement and prior Amendments shall continue unchanged and remain in full force and effect.

Turn Key Health Clinics, LLC

Rogers County

By:  5/7/19
Flint Junod, Chief Executive Officer DATE

By: _____
DATE

FISCAL YEAR ADDENDUM TO AGREEMENT

Notwithstanding any provision to the contrary, the term of this agreement shall be until the next ensuing June 30th. The parties agree and understand that while the County may seek renewal of this agreement at the end of the contract term, such renewal cannot be automatic. The parties further agree that each party has the right to renew this agreement for a successive one-year term or for such shorter term as the parties agree with any amendments thereto but such renewal shall not be effective until the contract has been approved by the Board of County Commissioners of Rogers County. The parties further agree that the County shall not incur any penalty for a failure by the Board of County Commissioners to renew or extend this agreement.

BOARD OF COUNTY COMMISSIONERS
ROGERS COUNTY, OKLAHOMA

By: _____
Title: _____

By: _____
Title: Chairman

ATTEST:

ATTEST:

Title: _____

Title: County Clerk

APPROVED AS TO FORM:

Civil Assistant District Attorney